

CPS PRODUCTS, INC.
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WATER MGMT

February 16, 1992

Mr. Hal Beecher, Hydropower Project Coordinator
Washington Department of Wildlife
600 Capitol Way North
Olympia, WA 98501-1091

Subject: Bear Creek Hydroelectric Project (FERC No. 10371)
Temperature Monitoring Agreement

Dear Mr. Beecher:

Pursuant to our telephone conversation of 2/6/92, attached are two duplicate original copies of the revised Letter Agreement for Temperature Monitoring of Bear Creek. Please have the appropriate person sign both copies and return one to the above address.

Sincerely,

Thomas M. McMaster
Thomas M. McMaster
President

TEMPERATURE MONITORING AGREEMENT

BETWEEN

THE WASHINGTON DEPARTMENT OF WILDLIFE

AND

CPS PRODUCTS, INC.

RECITALS

The Washington Department of Wildlife ("WDW") and CPS Products, Inc. ("CPS") have agreed upon a 3 cfs minimum flow from 10/16 to 5/31 and a 12 cfs minimum flow from 6/1 to 10/15 of each year based on the WDW Plunge Pool Method and other relevant factors. The WDW desires to obtain more knowledge concerning the formation of anchor ice in stream beds during prolonged cold winter weather and has requested a temperature monitoring agreement be entered into for Bear Creek.

AGREEMENT

Upon construction completion and startup of the Bear Creek Project CPS will install a temperature probe and temperature recorder on Bear Creek to monitor the stream bed temperature during the winter months. The terms and conditions of the temperature monitoring effort are as follow:

1. The temperature monitoring equipment will be installed no later than December 1 of the first winter of operation of the Bear Creek Project.
2. The temperature probe will be located 3-4 inches below the substrate in the first suitable pool above the Bear Creek powerhouse.
3. Substrate temperatures will be continuously monitored from December through February of each year for three consecutive years unless the conditions in (7) below are met prior to the end of the three year period.
4. The temperature monitoring equipment may be removed during flood events to prevent loss or damage of equipment.
5. Average daily substrate temperatures, accurate to one degree Fahrenheit, will be transmitted to WDW at the end of each winter period.

6. CPS will pay all costs associated with the installation of equipment and monitoring of temperatures but will not be responsible for any costs thereafter, such as the cost of data analysis or any other studies.
7. CPS will be allowed to remove the temperature monitoring equipment prior to the end of the three year period when and if the average daily ambient temperature outside the powerhouse at Bear Creek drops to 20 degrees F. or below for five consecutive days during the measurement period.

If you are in agreement with the foregoing, please sign in the space provided below.

Washington Department of Wildlife

CPS Products, Inc.


Dated: 3/17/92

Patricia McLain

Assistant Director

Thomas M. McMaster
Dated: Feb. 16, 1992